

# **EXHIBIT 8**

## **(PART 3 OF 3)**

DIRECT KEARL

2665

1 A. AGAIN, DR. RAO'S SURVEY GIVES YOU RELATIVE VALUES, BUT IN  
2 THIS CASE, RELATIVE TO THE VALUE OF FACETIME. SO I USED THOSE  
3 RELATIVE VALUE SCORES RELATIVE TO THE TOTAL VALUE OF FACETIME  
4 TO DERIVE WHAT GOES INTO THE RELATIVE VALUE CIRCLE.

5 Q. NOW, THE LAST CIRCLE SAYS 30/70 BARGAINING SPLIT. I TAKE  
6 IT THAT HAS TO DO WITH THE HYPOTHETICAL NEGOTIATION.

7 A. SURE. YOU CAN THINK ABOUT THE FIRST FOUR AS GIVING YOU  
8 THE MONETARY VALUE OF THE FEATURE. APPLE WOULDN'T BE WILLING  
9 TO PAY ALL OF THIS TO THE PATENT HOLDER, AND THE HYPOTHETICAL  
10 NEGOTIATION WOULD BE ABOUT HOW THAT WOULD BE DIVIDED.

11 IN THIS CASE, APPLE HAS TO TAKE THE TECHNOLOGY IN THE  
12 PATENT -- IT'S NOT VOCI THAT CREATES FACETIME, IT'S APPLE --  
13 APPLE HAS TO TAKE THAT, IT HAS TO INCORPORATE IT INTO A  
14 COMMERCIAL PRODUCT, IT HAS TO SELL THAT COMMERCIAL PRODUCT.

15 SO YOU FIGURE APPLE AS THE DEVELOPER OF THE FACETIME  
16 FUNCTIONALITY.

17 APPLE HAS A BUSINESS MODEL IN WHICH IT SHARES WITH THE  
18 DEVELOPERS OF THINGS ON THE APP STORE, AND ELSEWHERE, ON A  
19 30/70 BASIS WHERE THE DEVELOPERS GET 70 PERCENT, APPLE GETS 30.

20 SO I'M THINKING OF APPLE HERE IN THE ROLE OF THE DEVELOPER  
21 RETAINING 70 PERCENT AND THEREBY WILLING TO PAY TO THE PATENT  
22 HOLDER 30 PERCENT OF THE TOTAL VALUE OF THE FACETIME.

23 Q. AND DID YOU USE THAT RATIO TO DO YOUR CALCULATIONS?

24 A. I DID.

25 Q. AND WITH REGARD TO THE '449 PATENT, DID YOU DO THOSE IN A

DIRECT KEARL

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1 SIMILAR WAY?

2 A. I DID. IT TURNS OUT THAT WITH THE '449 -- IN DOING THIS  
3 KIND OF THING, YOU HAVE TO THINK ABOUT THE NON-INFRINGEMENT  
4 ALTERNATIVES. IN THE -- FOR THE '239 PATENT, THERE ARE NO  
5 NON-INFRINGEMENT ALTERNATIVES, BUT FOR THE '449, THERE WAS A  
6 NON-INFRINGEMENT ALTERNATIVE.

7 SO WHAT I NEEDED TO THINK ABOUT FOR THE VALUE OF THE  
8 FEATURE WAS THE INCREMENTAL VALUE ENABLED BY THE PATENT  
9 RELATIVE TO A NON-INFRINGEMENT ALTERNATIVE.

10 SO I HAVE TO TAKE A SIXTH STEP AND ADJUST THIS DOWN  
11 FURTHER TO GET TO THE INCREMENTAL VALUE, AND I DID THAT FOR THE  
12 '449 PATENT.

13 MR. CEDERBERG: YOUR HONOR, NEXT I'D LIKE TO SHOW  
14 WHAT'S BEEN ORDERED SEALED, AND THAT IS SHOWN TO THE COURT AND  
15 THE JURY, DX 391A. AND IF THE WITNESS HAS THAT UP ON THE  
16 SCREEN?

17 Q. DO YOU HAVE THAT, DR. KEARL?

18 A. I DO.

19 Q. CAN YOU TELL US WHAT THAT IS?

20 A. SURE. THIS IS THE SUMMARY OF THE EXACT CALCULATIONS THAT  
21 I MADE USING THE METHODOLOGY I'VE DESCRIBED. IN THE TABLE THAT  
22 THE JURY CAN SEE AT THE TOP, YOU CAN SEE THE FEATURES IN THE  
23 THREE COLUMNS, AND YOU CAN SEE THE ACCUSED PRODUCTS IN THE  
24 THREE ROWS.

25 AND THE TOTAL AMOUNT, YOU CAN SEE IT FOR EACH FEATURE AND

DIRECT KEARL

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1 EACH ACCUSED PRODUCT, AND THE TOTAL AMOUNT OF A LITTLE OVER  
2 6 MILLION IS THE AMOUNT THAT I TESTIFIED TO EARLIER.

3 IN THE BOTTOM TABLE, YOU SEE, FOR THE SINGLE FEATURE, THE  
4 VALUE FOR THE REASONABLE ROYALTY FOR EACH OF THE INFRINGING  
5 PRODUCTS, AND YOU CAN SEE THE TOTAL THERE IS THE NEARLY 160,000  
6 THAT I TESTIFIED TO EARLIER.

7 THE OTHER PAGES IN THIS SUMMARY THAT I PUT TOGETHER DETAIL  
8 THE CALCULATIONS FOR THE FOLLOWING METHODOLOGY THAT I DESCRIBED  
9 IN A GENERAL WAY A MINUTE AGO.

10 MR. CEDERBERG: OKAY. YOUR HONOR, WE OFFER DX 391A,  
11 SEALED.

12 THE COURT: ANY OBJECTION?

13 MR. LEE: NO OBJECTION, YOUR HONOR.

14 THE COURT: AND THE ENTIRE DOCUMENT IS SEALED. IT'S  
15 ADMITTED.

16 (DEFENDANTS' EXHIBIT 391A WAS ADMITTED IN EVIDENCE.)

17 THE COURT: GO AHEAD, PLEASE.

18 MR. CEDERBERG: CAN WE PUT 3942 BACK UP?

19 Q. BEFORE I ASK YOU ANOTHER QUESTION, AT THE '449 PATENT  
20 THERE, OR THE '239 PATENT, YOU MENTIONED VOCI. ARE YOU  
21 FAMILIAR WITH A PERSON NAMED DR., OR MR. FREEMAN?

22 A. YES. I WAS HERE DURING HIS TESTIMONY.

23 Q. AND JUST REMIND THE JURY WHO HE WAS.

24 A. HE WAS THE INVENTOR, AND HE FORMED THIS FIRM CALLED VOCI  
25 WHICH CAME TO HOLD THE PATENT.

DIRECT KEARL

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1 Q. OKAY. NOW, IF I LOOK AT THIS, THE '449 RESULTS THAT YOU  
2 GOT ARE A LOT LOWER THAN THE '239 RESULTS. CAN YOU EXPLAIN  
3 THAT TO THE JURY?

4 A. SURE. THERE ARE TWO REASONS. ONE IS, AS I INDICATED AT  
5 THE BEGINNING OF MY TESTIMONY, THERE'S LOTS OF EVIDENCE THAT  
6 THE '239 PATENTED FEATURES WERE IMPORTANT TO APPLE, THEY WERE  
7 VALUABLE TO APPLE, THEY WERE ADVERTISED BY APPLE, THEY WERE  
8 PART OF ITS MATERIALS.

9 THE '449 WAS LESS IMPORTANT.

10 AND SECOND, THE '449 ROYALTY REPRESENTS THE INCREMENTAL  
11 VALUE RELATIVE TO A NON-INFRINGEMENT ALTERNATIVE, WHILE THE '239  
12 DOES NOT.

13 Q. AND JUST SO WE'RE CLEAR, FOR THE '449, WHAT WAS THE  
14 NON-INFRINGEMENT ALTERNATIVE AS YOU UNDERSTAND IT?

15 A. THE NON-INFRINGEMENT ALTERNATIVE WAS ACTUALLY THE IPAD,  
16 WHICH DIDN'T HAVE THE NUMBER ALBUM FEATURE ON IT.

17 Q. NOW, WE HEARD EARLIER THAT THAT '239 PATENT SOLD FOR ABOUT  
18 \$2.3 MILLION. WAS THAT AN IMPORTANT FACTOR IN YOUR ANALYSIS?

19 A. SURE. I'M AN ECONOMIST. MARKET PRICES MATTER WHERE  
20 PEOPLE MAKE EXCHANGES, AND IT WAS BOUGHT FOR 2.39 MILLION.

21 AND IN SOME SENSE, THIS IS SORT OF A REALITY CHECK. THAT  
22 IS, I HAVE A ROYALTY HERE OF A LITTLE OVER \$6 MILLION FOR AN  
23 IMPORTANT FEATURE TO APPLE, BUT IT'S A FEATURE THAT ALSO SOLD  
24 IN THE MARKET, AT LEAST THE PATENT SOLD IN THE MARKET.

25 SO THE 2.3 MILLION IS -- SINCE THESE ARE KIND OF IN THE

CROSS KEARL

2669

1 SAME BALLPARK, IT SUGGESTS THAT I'VE DONE THIS CORRECTLY.

2 Q. JUST GOING BACK TO YOUR HYPOTHETICAL NEGOTIATION, BESIDES  
3 COMING UP WITH A PRICE, WERE THERE FEATURES OF THE PATENT THAT  
4 YOU THOUGHT WOULD RESULT FROM THAT HYPOTHETICAL NEGOTIATION?

5 A. SURE. I ASSUMED THAT, FOLLOWING THE GEORGIA-PACIFIC  
6 FACTORS, THAT THE LICENSE WOULD BE NONEXCLUSIVE, THAT IT WOULD  
7 BE FOR SALES IN THE UNITED STATES, AND I REVIEWED A LARGE  
8 NUMBER OF APPLE LICENSES AND CAME TO LEARN THAT APPLE GENERALLY  
9 HAD LUMP SUM LICENSES. SO I ASSUMED, BASED ON THAT REVIEW,  
10 UNDER THE GEORGIA-PACIFIC FACTORS, THAT IT WOULD BE A LUMP SUM  
11 LICENSE, LUMP SUM FEE FOR THE LICENSE.

12 MR. CEDERBERG: NO FURTHER QUESTIONS, YOUR HONOR.

13 THE COURT: ALL RIGHT. TIME IS 10:08.

14 (PAUSE IN PROCEEDINGS.)

15 THE COURT: ARE YOU READY?

16 MR. LEE: YES.

17 THE COURT: OKAY. TIME IS 10:08.

18 GO AHEAD, PLEASE.

19 **CROSS-EXAMINATION**

20 BY MR. LEE:

21 Q. GOOD MORNING, DR. KEARL.

22 A. GOOD MORNING, MR. LEE.

23 Q. DR. KEARL, LET ME PUT BACK UP SDX 3942. THIS IS THE SLIDE  
24 YOU WERE JUST TALKING ABOUT, TOTAL DAMAGES OF ABOUT  
25 \$6.2 MILLION; CORRECT?

CROSS KEARL

2670

1 A. CORRECT.

2 Q. ALL RIGHT. NOW, YOU'RE BEING COMPENSATED AT THE RATE OF  
3 \$700 AN HOUR; CORRECT?

4 A. THAT'S CORRECT.

5 Q. AND YOU AND DR. RAO WORK AT CHARLES RIVER ASSOCIATES;  
6 CORRECT?

7 A. NOT QUITE CORRECT. HE IS AN EMPLOYEE OF CHARLES RIVER.  
8 I'M AFFILIATED WITH CHARLES RIVER.

9 Q. FAIR ENOUGH.

10 A. I WORK WITH CHARLES RIVER, SURE.

11 Q. NOW, THE AMOUNT OF THAT CHARLES RIVER HAD BILLED FOR YOUR  
12 SERVICES AND DR. RAO'S, AS OF SEPTEMBER OF LAST YEAR, EIGHT OR  
13 NINE MONTHS AGO, WAS \$2.2 MILLION; WASN'T IT?

14 A. I DON'T KNOW WHAT IT WAS THEN. BUT I CAN TELL YOU WHAT IT  
15 IS NOW.

16 Q. YEAH. I'D LIKE TO KNOW THE TOTAL AMOUNT THAT  
17 CHARLES RIVER ASSOCIATES HAS BILLED FOR THE \$6 MILLION DAMAGE  
18 CLAIM. JUST GIVE ME THE DOLLAR AMOUNT IF YOU COULD.

19 A. I'LL GIVE YOU THE NUMBER, BUT I NEED TO FRAME IT IN A  
20 CERTAIN WAY.

21 MR. CEDERBERG: EXCUSE ME, YOUR HONOR.

22 THE COURT: EXCUSE ME. THERE'S AN OBJECTION.

23 MR. CEDERBERG: THE FIRST QUESTION WAS ABOUT WHAT  
24 DR. KEARL AND DR. RAO HAD BILLED.

25 NOW I CAN'T TELL IF HE'S ASKING ABOUT THE WITNESSES WHO

CROSS KEARL

2671

1 TESTIFIED OR THE WHOLE COMPANY FOR A WHOLE LOT OF --

2 THE COURT: ALL RIGHT. VAGUENESS.

3 MR. LEE: I'LL RESTATE IT, YOUR HONOR.

4 THE COURT: ALL RIGHT. IT'S SUSTAINED.

5 BY MR. LEE:

6 Q. HOW MUCH HAS CHARLES RIVER ASSOCIATES BEEN PAID FOR THE  
7 WORK THAT YOU'VE DONE AND DR. RAO HAS DONE AND THAT THEY HAVE  
8 SUPPORTED?

9 A. WELL, I DON'T THINK CHARLES RIVER BREAKS IT OUT FOR JUST  
10 DR. RAO'S WORK AND MY WORK.

11 CHARLES RIVER HAS BEEN PAID ABOUT \$3.1 MILLION FOR THE  
12 WORK BY DR. RAO, BY ME, BY THE SURVEY COMPANY ON THIS MATTER,  
13 ON A LOT OF MATTERS THAT ARE NOT IN THIS LITIGATION.

14 Q. AND YOU WERE HERE WHEN DR. SCHONFELD TESTIFIED; CORRECT?

15 A. I WAS.

16 Q. AND YOU WERE HERE WHEN MR. PARULSKI TESTIFIED; CORRECT?

17 A. I WAS.

18 Q. AND YOU HEARD THEM TESTIFY ABOUT THE AMOUNTS THAT THEY'VE  
19 BEEN PAID; CORRECT?

20 A. YES.

21 Q. SO SAMSUNG HAS PAID, IN TOTAL, ABOUT -- MORE THAN  
22 \$4 MILLION FOR THESE TWO PATENTS, THE '239 AND '449, TO THEIR  
23 EXPERT WITNESSES; CORRECT?

24 MR. CEDERBERG: OBJECTION. MISSTATES THE TESTIMONY,  
25 YOUR HONOR.



CROSS KEARL

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1 THE COURT: OVERRULED.

2 GO AHEAD, PLEASE.

3 BY MR. LEE:

4 Q. IS THAT RIGHT?

5 A. YES. BUT, YOU KNOW, YOU DON'T KNOW THE END WHEN YOU  
6 START.

7 Q. OKAY.

8 A. WHEN SAMSUNG RETAINED ME, IT DIDN'T KNOW WHAT THE END  
9 VALUE WOULD BE. IT ASKED ME TO GIVE MY BEST OPINION, TO DERIVE  
10 A VALUE HERE, AND IT COMES OUT WHERE IT COMES OUT.

11 Q. RIGHT.

12 A. BUT THEY DIDN'T KNOW THAT GOING IN.

13 Q. RIGHT. BUT WE KNOW IT NOW, DON'T WE?

14 A. WE DO.

15 Q. NOW, LET ME SEE IF I CAN CORRECT ONE THING. YOU SAID THAT  
16 SAMSUNG BOUGHT THE '239 PATENT IN SEPTEMBER 2010. IT'S  
17 ACTUALLY SEPTEMBER 2011; CORRECT?

18 A. CORRECT, YEAH.

19 Q. YOU ALSO SAID THAT SAMSUNG BOUGHT THE PATENT FOR  
20 \$2.3 MILLION. THEY ACTUALLY BOUGHT TWO PATENTS, DIDN'T THEY?

21 A. THEY DID.

22 Q. ALL RIGHT. SO THE RIGHT DATE IS SEPTEMBER 2011; CORRECT?

23 A. CORRECT.

24 Q. AND THE TOTAL AMOUNT FOR TWO PATENTS WAS 2.3 -- WAS  
25 \$2.3 MILLION; CORRECT?

CROSS KEARL

2673

1 A. CORRECT.

2 Q. AND THAT PURCHASE, IN 2011, WAS AFTER APPLE HAD MET WITH  
3 SAMSUNG AND ASKED THEM TO STOP COPYING THEIR PATENTS; CORRECT?

4 A. THAT'S MY UNDERSTANDING.

5 Q. IT'S AFTER APPLE HAD SUED THEM FOR INFRINGEMENT; CORRECT?

6 A. THAT'S MY UNDERSTANDING AS WELL.

7 Q. AND YOU KNOW, DURING THE PERIOD OF TIME AFTER ACQUISITION  
8 THROUGH THE DATE THAT THE CLAIM WAS ASSERTED, SAMSUNG WAS  
9 SELLING COMPONENTS TO APPLE; CORRECT?

10 A. THAT'S MY UNDERSTANDING.

11 Q. AND YOU ALSO KNOW, DR. KEARL, THAT DURING THAT ENTIRE TIME  
12 THEY WERE SELLING COMPONENTS, THEY NEVER ONCE SUGGESTED THAT  
13 THE '239 PATENT WAS INFRINGED; CORRECT?

14 A. THAT I HAVE NO WAY OF KNOWING.

15 Q. AND THE '239 PATENT HAS EXPIRED; CORRECT?

16 A. YES. IT EXPIRED IN FEBRUARY.

17 Q. AND IT'S NOT THE WORK OF ANYONE AT SAMSUNG; CORRECT?

18 A. THAT'S CORRECT.

19 Q. NOW LET'S TALK ABOUT THE '449 PATENT.

20 LET ME ASK YOU ONE QUESTION. YOU HAD TALKED ABOUT APPS.

21 DO YOU REMEMBER THAT?

22 A. YES.

23 Q. DO YOU AGREE OR DISAGREE WITH THIS STATEMENT: THE VALUE  
24 THAT THESE USERS PLACED ON FACETIME IS LIKELY HIGHER, AND  
25 LIKELY MANY TIMES HIGHER, THAN THE \$.99 AMOUNT I USED IN MY

CROSS KEARL

2674

1 CALCULATIONS.

2 A. THAT'S FROM MY REPORT. I AGREE WITH IT.

3 Q. OKAY. AND IT'S TRUE, IS IT NOT?

4 A. YES, SIR.

5 Q. OKAY. NOW, SAMSUNG ALSO PURCHASED THE '449 PATENT;  
6 CORRECT?

7 A. IT DID.

8 Q. FROM HITACHI; CORRECT?

9 A. YES, ALONG WITH 33 OTHER PATENTS, I THINK SEVEN PATENT  
10 APPLICATIONS, AND SOMETHING LIKE 66 FOREIGN PATENTS, PLUS A  
11 CROSS-LICENSE. SO IT WAS A BUNDLE OF THINGS THAT IT HAD  
12 BOUGHT.

13 Q. RIGHT. NOW, LET ME ASK YOU TO LOOK AT TAB 4 IN YOUR  
14 NOTEBOOK, WHICH IS JX 24.

15 YOUR HONOR, THIS IS SEALED, SO I'M NOT -- LET ME OFFER IT,  
16 FIRST.

17 DO YOU HAVE IT?

18 A. I DO.

19 Q. TAB 4?

20 A. THIS IS SAMSUNG'S USE OF APPLE'S PATENTS AND SMARTPHONES?

21 Q. NO. IT SHOULD BE AT TAB 4. IT SHOULD BE THE ASSIGNMENT  
22 AND PURCHASE AGREEMENT.

23 A. THAT'S NOT THE TAB 4.

24 Q. DO YOU HAVE THE RIGHT --

25 CAN I APPROACH, YOUR HONOR, AND ASSIST HIM?

CROSS KEARL

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1 THE COURT: GO AHEAD, PLEASE.

2 (PAUSE IN PROCEEDINGS.)

3 BY MR. LEE:

4 Q. OKAY?

5 A. TAB 2.

6 Q. TAB 2. MY FAULT. MY PROBLEM. MY BAD.

7 SO YOU HAVE TAB 2 BEFORE YOU?

8 A. I DO.

9 Q. YOU RECOGNIZE THAT AS THE ACQUISITION AGREEMENT; CORRECT?

10 A. YES.

11 MR. LEE: AND, YOUR HONOR, WE OFFER JX 24, WHICH IS

12 UNDER SEAL AS I UNDERSTAND IT.

13 THE COURT: ANY OBJECTION?

14 MR. CEDERBERG: NO OBJECTION.

15 THE COURT: IT'S ADMITTED.

16 (JOINT EXHIBIT 24 WAS ADMITTED IN EVIDENCE.)

17 THE COURT: GO AHEAD, PLEASE.

18 BY MR. LEE:

19 Q. DR. KEARL, THAT PURCHASE OCCURRED IN JULY 2011; CORRECT?

20 A. YES.

21 Q. AND --

22 A. I DON'T SEE THE DATE ON HERE, BUT -- IT'S EITHER JUNE OR  
23 JULY 2011.

24 Q. AND BEFORE THE DATE OF THE ACQUISITION, NO ONE AT HITACHI  
25 EVER SUGGESTED THAT APPLE WAS INFRINGING THIS PATENT, THE '449

CROSS KEARL

2676

1 PATENT; CORRECT?

2 A. I DON'T KNOW THAT.

3 Q. BUT YOU DO KNOW THAT AFTER THE DATE OF ACQUISITION,  
4 SAMSUNG WAS SUPPLYING COMPONENTS TO APPLE; CORRECT?

5 A. YES.

6 Q. AND YOU KNOW THAT SAMSUNG NEVER ONCE SUGGESTED, BEFORE IT  
7 FILED THIS LAWSUIT, THAT APPLE'S USE OF THOSE COMPONENTS WAS  
8 INFRINGING THE PATENT?

9 A. I DON'T KNOW THAT.

10 Q. NOW, DR. KEARL, ONE LAST QUESTION OR TWO.

11 YOU AGREE WITH ME THAT -- YOU'RE AN EXPERIENCED DAMAGES  
12 EXPERT; CORRECT?

13 A. I'VE DONE THIS A FAIR NUMBER OF TIMES, YES.

14 Q. AND YOU UNDERSTAND THAT YOU HAVE TO LOOK PATENT-BY-PATENT  
15 IN DETERMINING THE APPROPRIATE LEVEL OF DAMAGES FOR A  
16 PARTICULAR PATENT; CORRECT?

17 A. THAT'S CORRECT. THAT'S WHAT I'VE DONE.

18 Q. AND WHEN YOU LOOK AT THE HYPOTHETICAL NEGOTIATION, YOU  
19 HAVE TO LOOK AT THE PARTICULAR CIRCUMSTANCES THAT ARE INVOLVED  
20 WITH THE PATENT HOLDER AND THE ALLEGED INFRINGER AT THE TIME OF  
21 THE HYPOTHETICAL NEGOTIATION, PATENT-BY-PATENT; CORRECT?

22 A. AGREED.

23 MR. LEE: NOTHING FURTHER, YOUR HONOR.

24 THE COURT: ALL RIGHT. THE TIME IS 10:16.

25 MR. CEDERBERG: ONE QUICK QUESTION, YOUR HONOR.

REDIRECT KEARL

2677

1 THE COURT: GO AHEAD, PLEASE.

2 **REDIRECT EXAMINATION**

3 BY MR. CEDERBERG:

4 Q. DR. KEARL, YOU WERE ASKED BY MR. LEE ABOUT HOW MUCH  
5 CHARLES RIVER RECEIVED IN TOTAL FOR THIS CASE.

6 DO YOU REMEMBER THAT?

7 A. I DO.

8 Q. YOU SAID IT WAS WHAT YOU DID, WHAT DR. RAO DID, AND THE  
9 THINGS NOT RELATED AT ALL TO THIS CASE?

10 A. CORRECT.

11 Q. MY QUESTION IS, CAN YOU TELL THE JURY HOW MUCH YOU HAVE  
12 RECEIVED FOR YOUR DAMAGES ANALYSIS?

13 A. ABOUT 340,000, BUT THAT'S FOR THE DAMAGES ANALYSIS, PLUS A  
14 LOT OF OTHER THINGS I'VE DONE FOR SAMSUNG.

15 MR. CEDERBERG: NOTHING FURTHER.

16 THE COURT: ALL RIGHT. THE TIME IS 10:17.

17 MR. LEE: NOTHING FURTHER.

18 THE COURT: ALL RIGHT. MAY THIS WITNESS BE EXCUSED,  
19 AND IT IS SUBJECT TO RECALL OR NOT SUBJECT TO RECALL?

20 MR. LEE: NOT SUBJECT TO RECALL FOR APPLE, YOUR  
21 HONOR.

22 THE COURT: DO YOU AGREE WITH THAT, MR. CEDERBERG?

23 MR. CEDERBERG: I DO.

24 THE COURT: ALL RIGHT. THEN YOU ARE EXCUSED.

25 (PAUSE IN PROCEEDINGS.)